

## **EXHIBIT A**

***RTI Holding Company, LLC., et al.***  
**Case No. 20-12456-JTD**

**PLAN SETTLEMENT TERM SHEET**

February [7], 2021

This term sheet (“**Term Sheet**”) memorializes the agreement of Official Committee of Unsecured Creditors (the “**Committee**”), Goldman Sachs Specialty Lending Group, L.P. (“**GS**”), TCW Direct Lending LLC, TCW Skyline Lending, L.P., and TCW Brazos Fund LLC (collectively, “**TCW**”) and RTI Holding Company, LLC, and its affiliated debtors (collectively the “**Debtors**”) with respect to a settlement of disputes regarding the Debtors’ proposed chapter 11 plan (the “**Plan**”). In addition, RTI Investment Company, LLC, Strategic Financial Intermediation II, LLC, NRD RT Holdings, LLC and their affiliates (collectively, “**NRD**”) are signatories to this Term Sheet. The Committee, GS, TCW, the Debtors and NRD are referred to as the “**Parties**” herein in the signature pages. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan. The limiting conditions, assumptions and disclaimers set forth herein are an integral part of this Term Sheet, must be reviewed in conjunction herewith, and may not be modified or distributed separately. The compromises and settlements described in this Term Sheet shall not apply to any transactions other than the transactions contemplated by this Term Sheet.

Provision	Issue/Proposal
<b>Reorganization under Chapter 11 Plan (including sale through credit bid); Treatment of GUCs</b>	<p>The Debtors, GS and TCW shall support and implement a reorganization under the Plan.<sup>1</sup> The Plan shall be amended to modify the recovery for Holders of Class 4 General Unsecured Claims as follows:</p> <ul style="list-style-type: none"> <li>• \$3.0 million in cash (the “<b>Minimum GUC Reorg Payment</b>”), with (i) an initial distribution of \$2.0 million to be paid on or as soon as reasonably practicable after the Effective Date (but no later than 60-days days after the Effective Date, subject to further extension with the consent of the Plan Administrator) and (ii) a second, final distribution of \$1,000,000 to be paid no later than March 31, 2022 (subject to further extension with the consent of the Plan Administrator and earlier payment in accordance with section (i) above (x) if there is Excess Cash on the Effective Date per the below and (y) upon the occurrence of an Event of Default with respect to the Note as discussed below) (the “<b>Deferred Cash Payment</b>”);</li> <li>• <u>Plus</u>, if there is any excess cash (the “<b>Excess Cash</b>”) on the Effective Date available after (x) payment in full, in cash, of all (i) DIP Facility Claims, (ii) cash payments of Prepetition Secured Debt Claims required under the currently filed Plan, (iii) Administrative Expense Claims and Priority Claims (or a reasonable reserve (set in agreement with the Committee) for payment of such Administrative Expense Claims and Priority Claims) and (iv) the Minimum GUC Reorg Payment (inclusive of the initial distribution but exclusive of the Deferred Cash Payment), and (y) funding of a minimum of \$12.5 million of cash to the Reorganized Debtors’ balance sheet upon the Effective Date of Plan, then Holders of Class 4 General Unsecured Claims will receive the following additional distributions under the Plan in addition to the Minimum GUC Reorg Payment: (a) the first \$1 million of such Excess Cash, which shall be applied to reduce the Deferred Cash Payment first and then, if excess, the Note, and (b) 50% of any</li> </ul>

<sup>1</sup> None of the Debtors, the Committee, GS, or TCW shall directly or indirectly pursue or support a sale of all or substantially all of the assets of the Debtors (other than a credit bid) unless the sale satisfies the following requirements:

- At the closing, payment, in full, in cash of all senior claims, including, without limitation, all estimated professional fees and expenses, including, without limitation, all estimated GS/TCW expenses related to the Plan or chapter 11 cases, DIP Facility Claims, Prepetition Secured Debt Claims, estimated priority claims, estimated administrative expenses, and \$6.3 million for the benefit of general unsecured creditors (the “Minimum GUC Sale Payment”). All estimates shall be set in agreement with the Committee, GS and TCW.

The Debtors, the DIP Agent, the DIP Lenders, the Prepetition Secured Creditors and the Committee may not support, directly or indirectly, and will object to, any bid that does not satisfy the above requirements, nor shall any of them directly or indirectly support, seek or request (i) adjournment or extension of any deadline established for the sale process, or (ii) further modification of the terms of the Court approved bid procedures.

Provision	Issue/Proposal
	<p>additional Excess Cash, up to an additional \$1 million (the amount of cash paid to Holders of Class 4 General Unsecured Claims described in the foregoing subclauses (a) and (b), the “<b>Excess Cash Payments</b>”);<sup>2</sup>.</p> <ul style="list-style-type: none"> <li>• <u>Plus</u> a note (the “<b>Note</b>”) in the principal amount of \$2 million minus any Excess Cash Payments, on the terms described below. For the avoidance of doubt, the total amount of the Minimum GUC Reorg Payment, the Excess Cash Payments and the Note is \$5.0 million;</li> <li>• <u>Plus</u> rights to receive 33% of the proceeds received by the Debtors or the Reorganized Debtors in respect of the Interchange Claim (the “<b>Interchange Distribution</b>”) on the terms described below.</li> </ul> <p>Prepetition Secured Debt Claim to be discharged and satisfied as provided in the RSA and this Term Sheet on the Effective Date of the Plan. For the avoidance of doubt, nothing in this Term Sheet (1) modifies the requirement under the RSA and the Exit Facility that the Reorganized Debtors have at least \$12.5 million in cash on the balance sheet on the Effective Date or (2) modifies the requirement that Holders of Class 4 General Unsecured Claims receive the Minimum GUC Reorg Payment. In the event there is insufficient cash to make the payments on the DIP Facility Claims or the Prepetition Secured Debt claims as contemplated by the Plan and this Term Sheet and pay the Minimum GUC Reorg Payment, the Reorganized Debtors shall still pay the Minimum GUC Reorg Payment and provide the Note to Holders of Class 4 General Unsecured Claims; provided, however, that nothing in this Term Sheet shall require GS to accept cash payment in an amount less than described in the RSA and currently filed Plan on account of its Prepetition Secured Debt Claim..</p>
<b>Misc. Sale of Assets (excluding from Credit Bid):</b>	If prior to the Effective Date the Debtors sell real property at or above the release prices previously approved by the DIP Lenders in an aggregate amount exceeding \$4 million, 95% of the net proceeds of such sale(s) shall be used to pay down the Prepetition Secured Debt Claims immediately upon the closing of such sale(s) and 5% shall remain on the Debtors’ balance sheet to be reserved for the Excess Cash. The initial \$4 million

<sup>2</sup> For the avoidance of doubt, GS and TCW may voluntarily reduce or defer their distributions under the Plan or may otherwise modify the treatment of their claims under the Plan to provide for additional liquidity of the Debtors (the “**Increased GS and TCW Impairment**”) to satisfy, among other things, the Minimum GUC Reorg Payment. To the extent GS and/or TCW elect Increased GS and TCW Impairment, none of the resulting liquidity shall be considered for purposes of calculating if there is any Excess Cash or in calculating the amount of any Excess Cash Payments.

Provision	Issue/Proposal
	in net proceeds of such sale(s) shall be used to pay down the Prepetition Secured Debt Claims.
<b>Lender Deficiency Claim</b>	Any potential lender deficiency claim under the Plan shall be waived. As stated in footnote 1, the Committee agrees not to support, directly or indirectly, any sale to a third party that does not satisfy the requirements of this Term Sheet.
<b>Unsecured Class 4 Note</b>	<p>The Unsecured Note shall be made by RT Asset Company (as that term is defined in the Plan) and shall have the following terms and otherwise be acceptable to the Lenders, Reorganized Debtors and the Committee:</p> <ul style="list-style-type: none"> <li>• Option of RT Asset Company to PIK or pay current quarterly interest in cash</li> <li>• Interest rate of 5% if paid in cash and interest rate of 7% if PIK</li> <li>• Bullet payment at maturity; no amortization</li> <li>• Two year term</li> <li>• No prepayment penalty/premium</li> <li>• Events of Default (including, without limitation, upon (i) a refinancing of the RT Asset Company Company that results in a refinancing in full in cash of the Exit Facility, (ii) acceleration of the Exit Facility or any other senior debt, having a principal amount in excess of \$7,500,000 (excluding any Paycheck Protection Program loans), (iii) issuance of additional debt in a principal amount in excess of \$7,500,000, (excluding any Paycheck Protection Program loans) after the Effective Date, (iv) a Change of Control (as defined in the Exit Facility), (v) a sale of all or substantially all of the assets or (vi) a subsequent bankruptcy filing).</li> </ul>
<b>Interchange Claim</b>	The Interchange Claim is that certain litigation captioned as <u>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation</u> , Civil Action No. 1:05-MD-01720 (Eastern District of New York). The Debtors, TCW, GS and the Committee agree that (i) any sale, disposition or release of the Interchange Claim prior to the Effective Date shall require consent of the Committee, GS and TCW and payment of the

Provision	Issue/Proposal
	required 33% of the proceeds of sale, disposition or release to Holders of Class 4 General Unsecured Claims, and (ii) any proceeds from such sale, disposition or release shall not be considered cash on the Effective Date of the Plan for purposes of calculating if there are any Excess Cash Payments. The Plan Administrator shall be granted a security interest in the Interchange Distribution for the benefit of Holders of Class 4 General Unsecured Claims. In the event the Interchange Claim has not been monetized through settlement, sale or otherwise, within two years of the Effective Date, the Reorganized Debtors shall provide Holders of Class 4 General Unsecured Claims with cash in an amount equal to the market value of the Interchange Distribution based upon either (a) agreement with the Plan Administrator or (b) an auction process to be overseen by RT Asset Company and the Plan Administrator, with the Plan Administrator's consent not to be unreasonably withheld. Notwithstanding the foregoing, the Plan Administrator has the right to sell at any time the Interchange Distribution for the benefit of Holders of Class 4 General Unsecured Claims.
<b>Exit Facility</b>	TCW has provided the Debtors with a commitment letter to fund an Exit Facility.
<b>Avoidance Action Waiver/Challenge Period Extension</b>	Debtors to waive all avoidance actions, including any claims against the Prepetition Secured Creditors and avoidance actions relating to the collateral securing the Prepetition Secured Claims. In furtherance of the foregoing waiver, Exhibit 6 of the Plan Supplement filed on January 22, 2021 (Docket No. 920) shall be amended to remove each of the parties listed thereon as non-released parties who shall be released.  The Challenge Period shall be extended until the earlier of (1) the Effective Date and (2) 11:59 p.m. Eastern Time on March 12, 2021. This Challenge Period extension shall survive termination of this Term Sheet if terminated as provided for below and shall be extended in the event of termination as provided for below.
<b>Pension Plan</b>	The Morrison Restaurants, Inc. Retirement Plan (the " <u>Morrison Plan</u> ") will be assumed and assigned or otherwise transferred to RT Asset Company. For the avoidance of doubt, RT Lodge Company shall have no liability in respect of the Morrison Plan on or after the Effective Date.
<b>Releases</b>	Committee and its members are released parties, releasing parties and exculpated parties.  GS and TCW are released parties and releasing parties (including releasing NRD).  Present and former directors or officers of the Debtors and RTI Investment Company, LLC, Strategic Financial Intermediation II, LLC, NRD RT Holdings, LLC and their affiliates, including, without limitation,

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	<p>Franklin Junction (collectively, “<u>NRD</u>”) are released parties and releasing parties. In exchange for the releases, NRD shall provide a release and waive any and all claims whether arising prior to or after the Petition Date, including without limitation any scheduled or filed general unsecured claims held by NRD, any potential claims or administrative expenses arising from the services provided by Franklin Junction, and director fees for any period on or after February 2021 (and March 2021 or thereafter if the Effective Date has not occurred prior to February 28, 2021). For the avoidance of doubt, all parties acknowledge that Franklin Junction has never entered into any agreement with any of the Debtors.</p> <p>To the extent any agreements may exist between any of the Debtors and NRD, such agreements shall be included in the list of rejected contracts in an Amended Plan Supplement (with all claims, including prepetition claims, rejection damages and administrative claims, waived as described above). After the Effective Date, the Reorganized Debtors shall have no rights to use the “The Captain’s Boil”, “XOXO” or the rights to any other brand owned by Franklin Junction, or NRD without an agreement with Franklin Junction or NRD, respectively. Nothing contained herein shall be interpreted as Franklin Junction granting permission to RT Asset Company, the Debtors, or any successor in interest to the foregoing, to use any third party brand that Franklin Junction or NRD believes is restricted by agreement from contracting with RT Asset Company, the Debtors, or any successor in interest to the foregoing, as applicable, and nothing contained herein shall be interpreted as RT Asset Company, the Debtors, or any successor in interest as having knowledge of any such third party agreement or agreeing that any third party brand is subject to any such restriction.</p> <p>Any Secondment Agreements between the Debtors and NRD shall be rejected as of the Effective Date, and NRD shall release secondees Shawn Lederman and Darrin White from any non-compete, non-solicitation or similar obligations to allow them to be employed by the Reorganized Debtors on or after the Effective Date. Additionally, NRD represents that Shawn Lederman and Darrin White are not subject to any agreement that prohibits them from accepting employment with RT Asset Company, any of the Debtors or any successor in interest to the foregoing.</p>

Provision	Issue/Proposal
	Any and all released and releasing parties shall cooperate in taking steps that are necessary to accomplish the Plan, including, without limitation, accomplishing the transfer of assets to the respective Reorganized Debtors. With respect to NRD's role, Aziz Hashim shall, upon request of the Prepetition Secured Creditors, without compensation, for a period not to extend beyond six months from the Effective Date: (a) remain as the signatory for the licenses, including liquor licenses, and permits to be retained by RT Lodge Company and/or assigned to RT Asset Company on and after the Effective Date in accordance with the Plan (b) grant an power of attorney to the law firm of Flaherty O'Hara to sign any documents in connection with, among other things, the renewal, preservation and assignment of liquor licenses to RT Asset Company or purchasers, as applicable, and (c) serve as an officer of RT Lodge for liquor license purposes only as of the Effective Date.
<b>Plan Supplement and other Plan Documents</b>	Committee to have reasonable consent rights over Plan Supplement documents with respect to matters that may impact the consideration provided to Holders of Class 4 General Unsecured Claims under this Term Sheet and reasonable consent rights over the Confirmation Order.
<b>Distributions (Article VII)</b>	<p>The Committee to have reasonable consent rights over any distribution reserve. The Debtors will provide the Committee an estimate of the distribution reserve at least 14 days prior to the anticipated Effective Date.</p> <p>All distributions to Holders of Class 4 General Unsecured Claims will be made by the Reorganized Debtors (i) in consultation with the Committee for any distribution made on or shortly after the Effective Date and (ii) with the oversight and approval of the Plan Administrator after the Effective Date.</p>
<b>Claims Resolution Process (Article VIII)</b>	<p>Disputed Claims can be bifurcated between the Allowed portion and the Disputed portion with the RT Asset Company making initial distributions on the Allowed portion.</p> <p>The Committee to have consultation rights over claims estimation.</p> <p>The Debtors will consult with the Committee on general unsecured claims reconciliation, adjudication and settlement prior to the Effective Date. The Reorganized Debtors will handle general unsecured claims reconciliation, adjudication and settlement after the Effective Date, subject to the oversight and approval of the Plan Administrator.</p>

Provision	Issue/Proposal
<b>Misc. (Article XIII)</b>	<p>The Committee to have consent rights over material modifications to the Plan that directly impact the rights or recoveries of Holders of Class 4 General Unsecured Claims, and consultation rights over all modifications.</p> <p>The Plan provides that the Committee will remain in existence for (1) the preparation and prosecution of any final fee applications of the Committee's Professionals and (2) all final fee applications filed with the Bankruptcy Court. The Committee will also remain in existence until the first distribution is made, and for other purposes, including participating in any appeals or contested matter where the Committee is a party, participating in any appeals of the Confirmation Order, or answering creditor inquiries for thirty days post-Effective Date. The fees for the Committee's Professionals will be consistent with an agreed budget negotiated between the Committee's Professionals and TCW.</p> <p>The Reorganized Debtors shall be responsible for paying reasonable fees or expenses (1) incurred by advisors to the Committee after the Effective Date up to \$50,000 and for the limited purposes for which the Committee survives post-Effective Date, provided that fees and expenses incurred in preparation and prosecution of any final fee applications of the Committee's Professionals shall be reasonable but not be subject to the agreed budget; (2) incurred in connection with the claims reconciliation and objection process subject to a budget as agreed to by TCW and the Committee; and (3) incurred by the Plan Administrator subject to the terms agreed to by TCW and the Committee.</p> <p>The Committee will select a Plan Administrator who is reasonably acceptable to (and is on terms reasonably acceptable to) TCW and GS, and in consultation with the Debtors.</p>
<b>Termination</b>	<p>This Term Sheet shall terminate automatically, without any further action, on March 12, 2021. If this Term Sheet is terminated, the Challenge Period shall be extended by 14 days after such termination without any further action.<sup>3</sup></p>
<b>Amendments</b>	<p>Any dates referenced herein may be extended or modified by the consent of the Debtors, the Committee, the DIP Agent, the DIP Lenders and the Prepetition Secured Creditors, which consent may be done by email.</p>

<sup>3</sup> In the event there is a sale of substantially all of the assets consistent with this Term Sheet, the termination date of the Term Sheet would be further extended as needed.

IN WITNESS WHEREOF, each of the Parties has caused this Term Sheet to be executed and delivered as of the first date set forth above.

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TCW DIRECT LENDING LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TCW SKYLINE LENDING, L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TCW BRAZOS FUND LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties has caused this Term Sheet to be executed and delivered as of the first date set forth above.

RTI HOLDING COMPANY, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RUBY TUESDAY, INC.,  
on behalf of itself and indirect subsidiaries

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties has caused this Term Sheet to be executed and delivered as of the first date set forth above.

OFFICIAL COMMITTEE OF UNSECURED CREDITORS, by its counsel

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties has caused this Term Sheet to be executed and delivered as of the first date set forth above.

RTI Investment Company, LLC, Strategic Financial Intermediation II, LLC, NRD RT Holdings, LLC and their affiliates

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE<sup>1</sup>**

Date	Key dates under the Bid Procedures and Solicitation Procedures (subject to adjustment to accommodate the Bankruptcy Court's schedule)
Jan. 22, 2021	Deadline to file the Plan Supplement
Jan. 29, 2021	Deadline to (1) vote on the Plan and (2) file objections to proposed assumption/assignment and plan confirmation
Feb. 3, 2021	Deadline to file a brief supporting confirmation of the Plan and replying to any objections or responses
Feb. 4, 2021	Plan Confirmation Hearing
Mar. 5, 2021	Deadline for Effective Date of the Plan

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<sup>1</sup> Capitalized terms used in this Schedule but not defined in this Term Sheet shall have the meanings ascribed to such terms in the Bid Procedures Order or Order (I) Approving Disclosure Statement; (II) Scheduling Confirmation Hearing; (III) Approving Form And Manner Of Notice Of Confirmation Hearing; (IV) Establishing Procedures For Solicitation And Tabulation Of Votes To Accept Or Reject Plan, Including (A) Approving Form And Contents Of Solicitation Package; (B) Establishing Record Date And Approving Procedures For Distribution Of Solicitation Packages; (C) Approving Forms Of Ballots; (D) Establishing Voting Deadline For Receipt Of Ballots And (E) Approving Procedures For Vote Tabulations; (V) Establishing Deadline And Procedures For Filing Objections To Confirmation Of Plan; And (VI) Granting Related Relief (D.I. 759) (the “**Solicitation Procedures**”). These dates may be extended or modified by the consent of the Debtors, the Committee, the DIP Agent, the DIP Lenders and the Prepetition Secured Creditors pursuant to the terms of the Term Sheet, which consent may be done by email.